

DOCKET FILE COPY ORIGINAL

Paul Bunyan Rural Telephone Cooperative

January 11, 2002

Magalie Roman Salas Secretary, Federal Communications Commission 445 - 12th Street SW Washington, DC 20554

RECI., ED

JAN 1 5 2002

FCC MAIL ROOM

Corporate Headquarters:

Suite 100

1831 Anne St. NW

Bemidii. MN 56601-5612

Tel (218) 444-1234

or (888) 586-3100

Fax (218) 444-1121

Re:

Letter Notification in CC Docket No. 00-257-Acquisition of Long Distance Subscriber Base

www.paulbunyan.net info@paulbunyan.net

Dear Madam:

This letter is to provide notification, pursuant to 47 C.F.R. § 64.1120(e), of an acquisition by sale and transfer of a part of a telecommunications carriers' subscriber base, to another telecommunications carrier.

Names of Parties to the Transaction:

Transferring Carrier: Onvoy, Inc., a Minnesota corporation

Acquiring Carrier: Paul Bunyan Rural Telephone Cooperative, a Minnesota cooperative

Advanced

Telephone Services

Types of Telecommunications Services to be Provided to Affected Subscribers:

IntraLATA/intrastate toll InterLATA/interstate toll International toll 800 Number Service

Cellular Service

Extended Area

Paging

Date of the Transfer of the Subscriber Base to the Acquiring Carrier:

February 16, 2002

Directory Publishina

Certification:

The undersigned acquiring carrier certifies its compliance with the requirement to provide Videoadvance subscriber notice in accordance with 47 C.F.R. § 1120(e)(3). A copy of the notice, conferencing mailed to subscribers on January 11, 2002, is enclosed as Exhibit A hereto. The undersigned acquiring carrier further certifies its compliance with the obligations specified in that notice, and with the other statutory and Federal Communications Commission requirements which apply to the lateral Communication requirements which apply the lateral Communication requirements wh the process permitted pursuant to 47 C.F.R. § 64.1120(e).

Sincerely,

Brian Bissonette Marketing Supervisor

Paul Bunyan Rural Telephone Cooperative

Enclosures

No. of Copies recid List ABCDE



Dear Paul Bunvan Long Distance Customer.

January 10, 2002

Paul Bunyan Rural Telephone Cooperative

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FCC MAIL ROOM

We are writing to let you know of a change that will occur in our long distance service. This change will not effect the terms of your long distance service and no action is required of you.

Currently, Paul Bunyan Long Distance service is provided through an arrangement Paul Bunyan Telephone has with Onvoy, Inc. Onvoy provides the underlying long distance service while Paul Bunyan Telephone handles the sales, billing and customer service. Now, to give our cooperative more control over the long distance service we provide you, Paul Bunyan Telephone will no longer use this service of Onvoy. Instead, we will provide the long distance service ourselves. This change should happen in about thirty days and we will let you know in your billing statement when it occurs. Your long distance service will continue on the same terms as you currently receive service.

Please note that even if you have a long distance carrier freeze in place, this change will take place without any required action on your part. However, in accordance with Federal Communication Commission (FCC) rules, we must remove your long distance carrier freeze. If you would like the long distance carrier freeze reinstated, please let us know.

Enclosed with this letter is a notice describing the change in your long distance service provider in greater detail and your rights as a consumer, as required by the FCC. Please read it carefully and feel free to call us toll free at 1-888-586-3100 should you have any questions.

Paul Bunyan Telephone remains committed to providing you with high quality telecommunication services. This change will help our cooperative serve you better. Thank you for your continued patronage.

Sincerely.

Brian Bissonette Paul Bunyan Telephone Marketing Supervisor Corporate Headquarters:

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LEGAL NOTICE

This notice serves to inform you that Paul Bunyan Rural Telephone Cooperative ("Paul Bunyan") is in the process of acquiring the long distance and 800 number customers of Onvoy, Inc. doing business as Paul Bunyan Long Distance ("Onvoy"). Following the transfer of the customers from Onvoy to Paul Bunyan, you will receive your long distance or 800 service from Paul Bunyan, which will also then own the business name "Paul Bunyan Long Distance."

This transfer of customers is expected to be completed by February 16, 2002. Your first bill after the transfer will notify you that the transfer occurred as of a specified date. You will not be charged any fees or costs for this transfer to Paul Bunyan; Paul Bunyan will be responsible for any change charges associated with the transfer.

The terms and conditions of the service you receive, including the rates you pay, will not change as a result of the transfer to Paul Bunyan. The rates, terms and conditions for your long distance or 800 number service are included on a separate sheet with this notice. By using these services, you are agreeing to these terms and conditions, as they may be modified from time to time as posted on Paul Bunyan's web site at www.paulbunyan.net, and on file with the Minnesota Department of Commerce.

You may choose to change your long distance service provider. In order to switch providers, you must contact your service provider of choice and request that your service be switched to that provider. You may be assessed a fee to change your long distance service to that provider, and you will be responsible for paying that fee.

All customers receiving this notice, even those who have arranged preferred carrier freezes through Paul Bunyan Long Distance or Paul Bunyan, will be transferred unless you select a different carrier before the transfer to Paul Bunyan has occurred. In addition, any existing preferred carrier freezes you may have on long distance service will be lifted. If you would like a freeze to be reinstated after your transfer to Paul Bunyan for long distance service, you must request a new freeze at that time. You may do this by calling the toll free number listed before for Paul Bunyan, after the transfer has occurred.

Paul Bunyan will be responding to any complaints filed, or otherwise raised, during the transition period prior to and during the transfer of long distance customers to Paul Bunyan. Paul Bunyan can be reached toll free at 1-888-586-3100. If you have questions for Onvoy, you may contact Onvoy toll free at 1-877-446-6869.

If you have any questions or concerns about the transfer of your long distance service, or any other matters, please call Paul Bunyan's toll free customer care line. Our number is 1-888-586-3100.

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Paul Bunyan **Rural Telephone**

Cooperative

PAUL BUNYAN LONG DISTANCE TERMS AND CONDITIONS FOR USE OF INTRASTATE, INTERSTATE AND INTERNATIONAL TOLL SERVICES

I. The Service that We Provide to Our Customers

- a. Paul Bunyan Rural Telephone Cooperative (Paul Bunyan) is a common carrier and provides access to facilities, services and equipment over which our Customers may transmit voice, data and other communications of their own choosing to intrastate. interstate and international destinations.
- b. Paul Bunyan provides service on a 7 days per week, 24 hours per day basis to all destinations in the United States (including Alaska and Hawaii), and to those international destinations listed in the international rate sheets maintained at Paul Bunyan's office and on its website (see below).
- c. Paul Bunyan primarily resells to its Customers the intrastate, interstate and international toll services of larger, facilities-based carriers. Paul Bunyan endeavors to purchase these services at volume discounts, and to resell them to its Customers at lower rates than they would pay if they purchased service directly from the other carriers. However, resale also means that Paul Bunyan has no control over outages and other service disruptions on the networks of the other carriers (see limitations of liability below). Paul Bunyan does not quarantee its service in any manner, and expressly states that errors and omissions in the delivery of telecommunications service and messages are possible.
- d. Paul Bunyan has customer service representatives available from 7:30 A.M. to 6:00 P.M. Monday through Saturday to assist its Customers with any questions or problems regarding its intrastate, interstate or international toll services. A Company representative can be reached during these hours by dialing (218) 444-1234 or (888) 586-3100.

II. Charges, Bills and Payment for Service

- a. Service is provided and billed on a monthly basis, and will continue to be provided and billed until canceled by the Customer or terminated by Paul Bunyan.
- The rates and charges for Paul Bunyan's intrastate rates are on file with the Minnesota Department of Commerce and may be inspected at Suite 500, 85 Seventh Place E, St. Paul, MN 55101. The rates and charges for Paul Bunyan's intrastate, interstate and international toll services can be inspected during regular business hours at Paul Bunyan's corporate office at 1831 Anne Street NW #100, Bemidji, MN 56601.
- The rates and charges for Paul Bunyan's intrastate, interstate and international toll services can also be inspected on its website at http://www.paulbunyan.net.
- A summary of Paul Bunyan's current (as of January 4, 2002) intrastate and interstate rates for direct-dialed toll service is as follows:
 - \$0.14 per minute
 - Usage savings based on combined toll tell-monthly usage: \$0.00 to \$24.99 0% discount on toll service - effective rate \$0.14 per minute; \$25.00 to \$49.99 - 14.3% discount on toll service - effective rate \$0.12 per minute; \$50.00 to \$99.99 - 21.4% discount on toll service - effective rate \$0.11 per minute; \$100.00 to \$249.99 -28.6% discount on toll service - effective rate \$0.10 per minute; \$250.00 and over - 35.7% discount on toll service - effective rate \$0.09 per minute.
 - These rates may change in the future. You will be notified of any such change.
 - Refer to the sources identified above (II. b. and II. c.) for a complete description of Paul Bunyan's rates, terms, and conditions for direct-dialed, toll-free, calling card and other long distance services.
- Paul Bunyan bills for its toll services on a usage basis in one minute, 30-second, or 6second periods, and rounds up any fractional period. Paul Bunyan bills for its international toll services on a usage basis in one minute, 30-second periods, or 6second periods, and rounds up any fractional period.

Corporate Headquarters:

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info@paulbunyan.net

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Paul Bunyan Rural Telephone

Cooperative

f. Paul Bunyan will pass through to its Customers all applicable federal, state and local taxes or surcharges (including sales, use excise, gross earnings, and gross income taxes), as well as surcharges to recover Paul Bunyan's contributions to applicable federal or state funds (including funds for universal service, telecommunications relay service, local number portability, and telephone number administration).

g. Payment for all bills rendered by Paul Bunyan for its interstate and international toll service is due on the 10th day of each month.

h. Paul Bunyan may require a Customer to make an advance payment prior to or at any time after provision of service, not to exceed estimated charges for 2 months. The advance payment will be applied to Customer's first month's and subsequent month's bill until it is used up.

i. Paul Bunyan reserves the right to establish a credit limit for Customer, and to suspend service to Customer when the Customer reaches the applicable limit.

III. Obligations of Customer

- a. The Customer is responsible for the timely payment of all billed charges for services or facilities provided by Paul Bunyan to the Customer, and for the payment of Paul Bunyan's reasonable attorney's fees and court costs if Paul Bunyan is forced to retain an attorney to collect any of its billed charges from the Customer.
- b. The Customer will not use Paul Bunyan's services in a manner that interferes unreasonably with the use of the services by one or more other Customers.
- c. The Customer will not use Paul Bunyan's services in an abusive, illegal or fraudulent manner, nor after or tamper with Paul Bunyan's connections or facilities.
- d. The Customer will indemnify Paul Bunyan against any and all liability, including reasonable counsel fees, arising from any claims against the Customer for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer over Paul Bunyan's facilities, services or equipment.

IV. Resolution of Billing Disputes

- a. If the procedures of this section are followed, the Customer may withhold from payment the disputed portion of any bill pending resolution of the dispute.
- b. Within 15 days of the bill date of a disputed bill, Paul Bunyan must receive from the Customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed to be correct and all amounts are due and owing Paul Bunyan.
- c. Paul Bunyan shall review the Customer's statement, and shall issue a written initial determination within 15 days after its receipt of the Customer's statement to set forth Paul Bunyan's proposed resolution of the dispute.
- d. If the Customer is not satisfied with Paul Bunyan's proposed resolution, the Customer must advise Paul Bunyan in writing within 15 days after the Customer's receipt of Paul Bunyan's initial determination of the specific reasons for the dissatisfaction, and provide any additional information which Customer deems pertinent or relevant to the dispute.
- e. Within 15 days after Paul Bunyan's receipt of additional information, Paul Bunyan shall make its final determination and resolution based upon all documentation or information available to Paul Bunyan.
- f. If the Customer continues to withhold any disputed amount determined to be owed to Paul Bunyan, the Customer's account shall be deemed to be past due, and subject to termination.
- g. If the disputed service involves intrastate calls, the Customer may avoid disconnection by placing the disputed amount into escrow pending a resolution by the Minnesota Public Utilities Commission.

V. Limitation of Paul Bunyan's Liability

 a. The Customer assumes all risks, other than those resulting from gross negligence or willful misconduct associated with the provision of all telecommunications services and Corporate Headquarters:

Suite 100

1831 Anne St. NW

Bemidji, MN 56601-5612

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delivery of messages, and the liability of Paul Bunyan for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the interstate or international toll services provided shall not exceed its billed charges for the defective call or calls.

b. Neither Paul Bunyan nor its officers, agents or employees will be liable for indirect, incidental, special, punitive or consequential damages, including but not limited to damages for loss of anticipated profits or revenue, lost saving, or other economic loss in connection with or arising from any telecommunications service or message, whether arising in contract, warranty, strict liability, tort negligence of any kind (other than willful negligence or intentional misconduct) and regardless of whether the possibility of such damage resulting was foreseen.

c. Paul Bunyan shall not be liable for any interruption, failure or degradation of service due in whole or part to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or of any foreign, state or local government; (3) any national emergency, insurrection, riot, war, strike or labor difficulty; (d) any act or omission by any other carrier, including the carrier providing the resold services to Paul Bunyan, or other entity affecting the facilities or equipment over which Paul Bunyan's services are provided; (5) any negligence by the Customer or defects or failures of the Customer's equipment; and (6) any negligent acts or omissions of third parties.

d. Customer shall hold Paul Bunyan harmless from any third-party claims arising out of Customer's use of Paul Bunyan's service.

VI. Refusal, Termination or Suspension of Service

a. Paul Bunyan may refuse service to a Customer that fails or declines to make an advance payment requested by Paul Bunyan.

b. The Company may discontinue service without notice if it finds that Customer has furnished false or misleading information in an effort to obtain or retain service.

c. Paul Bunyan may terminate service 5 days after a written notice of termination is mailed to the last known billing address of a Customer that has failed to pay a bill for more than 30 days after it was rendered, or that has failed to pay disputed charges determined to be owed to Paul Bunyan via Paul Bunyan's billing dispute resolution procedures (see above) for more than 10 days after the end of the dispute resolution proceeding.

d. Paul Bunyan reserves the right to suspend service to a Customer when the Customer reaches the credit limit established by Paul Bunyan.

e. Paul Bunyan may suspend or terminate service to a Customer immediately if Paul Bunyan reasonably believes that the Customer or entities using the Customer's account or facilities are using Paul Bunyan's services in a manner that: (i) interferes with the use of the services by one or more other Customers; (ii) is abusive, illegal or fraudulent; (iii) damages Paul Bunyan's facilities or equipment; (iv) places excessive capacity demands upon Paul Bunyan's facilities or service; (v) involves threatening, annoying, vile, profane, obscene or abusive language.

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Paul Bunyan
Rural Telephone
Cooperative

January 10, 2002

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info@paulbunyan.net

LOC MAIT MOOL

This change may lower your long distance rates. No action is required on your part.

We are writing to let you know of a change that will occur in your long distance service.

Paul Bunyan Telephone is purchasing your long distance account from Onyoy, Inc.

Dear MEANS Telcom/Polaris Telcom/Onvoy Long Distance Customer,

Currently, your long distance service is being provided by Onvoy, Inc., a company in which Paul Bunyan Telephone has part ownership. Prior to their name change to Onvoy, you may have known this service as MEANS Telecom Long Distance or Polaris Telcom Long Distance. Now, in order to give you a local source for long distance service, Paul Bunyan Telephone will be providing the long distance service for all former Onvoy Long Distance customers in our cooperative service area. Onvoy will continue to provide long distance and other telecommunication services throughout Minnesota. This change should happen in about thirty days and we will let you know in your billing statement when it occurs.

Please note that even if you have a long distance carrier freeze in place, this change will take place without any required action on your part. However, in accordance with Federal Communication Commission (FCC) rules, we must remove your long distance carrier freeze. If you would like the long distance carrier freeze reinstated, please let us know.

Enclosed with this letter is a notice describing the change in your long distance service provider in greater detail and your rights as a consumer, as required by the FCC. Please read it carefully and feel free to call us toll free at 1-888-586-3100 should you have any questions.

Paul Bunyan Telephone remains committed to providing you with high quality telecommunication services. We are pleased that this change will allow us to offer you better rates and local customer service for you long distance services. We appreciate your continued support of our cooperative and the services we offer.

Sincerely.

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Local Internet Access

Brian Bissonette
Paul Bunyan Telephone Marketing Supervisor



January 10, 2001

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This transfer of customers is expected to be completed by February 16, 2002. Your first bill after the transfer will notify you that the transfer occurred as of a specified date. You will not be charged any fees or costs for this transfer to Paul Bunyan; Paul Bunyan will be responsible for any change charges associated with the transfer.

The terms and conditions of the service you receive will not change as a result of the transfer to Paul Bunyan. Your rates for service may decrease, and will not increase, as a result of the transfer. The rates, terms and conditions for your long distance or 800 number service are included on a separate sheet with this notice. By using these services, you are agreeing to these terms and conditions, as they may be modified from time to time as posted on Paul Bunyan's web site at www.paulbunyan.net, and on file with the Minnesota Department of Commerce.

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All customers receiving this notice, even those who have arranged preferred carrier freezes through Paul Bunyan Long Distance or Paul Bunyan, will be transferred unless you select a different carrier before the transfer to Paul Bunyan has occurred. In addition, any existing preferred carrier freezes you may have on long distance service will be lifted. If you would like a freeze to be reinstated after your transfer to Paul Bunyan for long distance service, you must request a new freeze at that time. You may do this by calling the toll free number listed before for Paul Bunyan, after the transfer has occurred.

Onvoy will be responsible for handling and responding to any complaints filed, or otherwise raised, during the transition period prior to and during the transfer of long distance customers to Paul Bunyan. Onvoy can be reached toll-free at 1-877-446-6869.

If you have any questions or concerns about the transfer of your long distance service, or any other matters, please call Paul Bunyan's toll free customer care line. Our number is 1-888-586-3100.

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PAUL BUNYAN LONG DISTANCE **TERMS AND CONDITIONS FOR USE** OF INTRASTATE, INTERSTATE AND INTERNATIONAL TOLL SERVICES

The Service that We Provide to Our Customers

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- The rates and charges for Paul Bunyan's intrastate rates are on file with the Minnesota Department of Commerce and may be inspected at Suite 500, 85 Seventh Place E, St. Paul, MN 55101. The rates and charges for Paul Bunyan's intrastate, interstate and international toll services can be inspected during regular business hours at Paul Bunyan's corporate office at 1831 Anne Street NW #100, Bemidji, MN 56601.
- The rates and charges for Paul Bunyan's intrastate, interstate and international toll services can also be inspected on its website at http://www.paulbunyan.net.
- d. A summary of Paul Bunyan's current (as of January 4, 2002) intrastate and interstate rates for direct-dialed toll service is as follows:
 - \$0.14 per minute
 - Usage savings based on combined toll toll monthly usage: \$0.00 to \$24.99 0% discount on toll service - effective rate \$0.14 per minute; \$25.00 to \$49.99 - 14.3% discount on toll service - effective rate \$0.12 per minute; \$50.00 to \$99.99 - 21.4% discount on toll service - effective rate \$0.11 per minute; \$100.00 to \$249.99 -28.6% discount on toll service - effective rate \$0.10 per minute; \$250.00 and over - 35.7% discount on toll service - effective rate \$0.09 per minute.
 - These rates may change in the future. You will be notified of any such change.
 - Refer to the sources identified above (II, b. and II, c.) for a complete description of Paul Bunyan's rates, terms, and conditions for direct-dialed, toll-free, calling card and other long distance services.
- Paul Bunyan bills for its toll services on a usage basis in one minute, 30-second, or 6second periods, and rounds up any fractional period. Paul Bunyan bills for its international toll services on a usage basis in one minute, 30-second periods, or 6second periods, and rounds up any fractional period.

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f.	Paul Bunyan will pass through to its Customers all applicable federal, state and local
	taxes or surcharges (including sales, use excise, gross earnings, and gross income
	taxes), as well as surcharges to recover Paul Bunyan's contributions to applicable
	federal or state funds (including funds for universal service, telecommunications relay
	service, local number portability, and telephone number administration).

g. Payment for all bills rendered by Paul Bunyan for its interstate and international toll service is due on the 10th day of each month.

- h. Paul Bunyan may require a Customer to make an advance payment prior to or at any time after provision of service, not to exceed estimated charges for 2 months. The advance payment will be applied to Customer's first month's and subsequent month's bill until it is used up.
- i. Paul Bunyan reserves the right to establish a credit limit for Customer, and to suspend service to Customer when the Customer reaches the applicable limit.

III. Obligations of Customer

- a. The Customer is responsible for the timely payment of all billed charges for services or facilities provided by Paul Bunyan to the Customer, and for the payment of Paul Bunyan's reasonable attorney's fees and court costs if Paul Bunyan is forced to retain an attorney to collect any of its billed charges from the Customer.
- b. The Customer will not use Paul Bunyan's services in a manner that interferes unreasonably with the use of the services by one or more other Customers.
- c. The Customer will not use Paul Bunyan's services in an abusive, illegal or fraudulent manner, nor alter or tamper with Paul Bunyan's connections or facilities.
- d. The Customer will indemnify Paul Bunyan against any and all liability, including reasonable counsel fees, arising from any claims against the Customer for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer over Paul Bunyan's facilities, services or equipment.

IV. Resolution of Billing Disputes

- a. If the procedures of this section are followed, the Customer may withhold from payment the disputed portion of any bill pending resolution of the dispute.
- b. Within 15 days of the bill date of a disputed bill, Paul Bunyan must receive from the Customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed to be correct and all amounts are due and owing Paul Bunyan.
- c. Paul Bunyan shall review the Customer's statement, and shall issue a written initial determination within 15 days after its receipt of the Customer's statement to set forth Paul Bunyan's proposed resolution of the dispute.
- d. If the Customer is not satisfied with Paul Bunyan's proposed resolution, the Customer must advise Paul Bunyan in writing within 15 days after the Customer's receipt of Paul Bunyan's initial determination of the specific reasons for the dissatisfaction, and provide any additional information which Customer deems pertinent or relevant to the dispute.
- e. Within 15 days after Paul Bunyan's receipt of additional information, Paul Bunyan shall make its final determination and resolution based upon all documentation or information available to Paul Bunyan.
- f. If the Customer continues to withhold any disputed amount determined to be owed to Paul Bunyan, the Customer's account shall be deemed to be past due, and subject to termination.
- g. If the disputed service involves intrastate calls, the Customer may avoid disconnection by placing the disputed amount into escrow pending a resolution by the Minnesota Public Utilities Commission.

V. Limitation of Paul Bunyan's Liability

 The Customer assumes all risks, other than those resulting from gross negligence or willful misconduct associated with the provision of all telecommunications services and Corporate Headquarters:

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Conferencing



delivery of messages, and the liability of Paul Bunyan for damages resulting in whole or in part from mistakes, omissions, interruptions, delays, errors or other defects in the interstate or international toll services provided shall not exceed its billed charges for the defective call or calls.

b. Neither Paul Bunyan nor its officers, agents or employees will be liable for indirect, incidental, special, punitive or consequential damages, including but not limited to damages for loss of anticipated profits or revenue, lost saving, or other economic loss in connection with or arising from any telecommunications service or message, whether arising in contract, warranty, strict liability, tort negligence of any kind (other than willful negligence or intentional misconduct) and regardless of whether the possibility of such damage resulting was foreseen.

c. Paul Bunyan shall not be liable for any interruption, failure or degradation of service due in whole or part to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of any instrumentality of the United States Government, or of any foreign, state or local government; (3) any national emergency, insurrection, riot, war, strike or labor difficulty; (d) any act or omission by any other carrier, including the carrier providing the resold services to Paul Bunyan, or other entity affecting the facilities or equipment over which Paul Bunyan's services are provided; (5) any negligence by the Customer or defects or failures of the Customer's equipment; and (6) any negligent acts or omissions of third parties.

d. Customer shall hold Paul Bunyan harmless from any third-party claims arising out of Customer's use of Paul Bunyan's service.

VI. Refusal, Termination or Suspension of Service

 Paul Bunyan may refuse service to a Customer that fails or declines to make an advance payment requested by Paul Bunyan.

b. The Company may discontinue service without notice if it finds that Customer has furnished false or misleading information in an effort to obtain or retain service.

c. Paul Bunyan may terminate service 5 days after a written notice of termination is mailed to the last known billing address of a Customer that has failed to pay a bill for more than 30 days after it was rendered, or that has failed to pay disputed charges determined to be owed to Paul Bunyan via Paul Bunyan's billing dispute resolution procedures (see above) for more than 10 days after the end of the dispute resolution proceeding.

d. Paul Bunyan reserves the right to suspend service to a Customer when the Customer reaches the credit limit established by Paul Bunyan.

e. Paul Bunyan may suspend or terminate service to a Customer immediately if Paul Bunyan reasonably believes that the Customer or entities using the Customer's account or facilities are using Paul Bunyan's services in a manner that: (i) interferes with the use of the services by one or more other Customers; (ii) is abusive, illegal or fraudulent; (iii) damages Paul Bunyan's facilities or equipment; (iv) places excessive capacity demands upon Paul Bunyan's facilities or service; (v) involves threatening, annoying, vile, profane, obscene or abusive language.

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Advanced

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